

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No.:

Hon:

vs.

VALERIA WILSON ,

Defendant.

GOODMAN & POESZAT, PLLC
Jeffrey G. Poeszat (P51370)
Attorneys for the United States of America
20300 West 12 Mile Road, Suite 201
Southfield, MI 48076
248/750-0500

COMPLAINT

The United States of America, Plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 19474 Ward St., Detroit, MI, 48235-1246.

The Debt

3. The debt owed to the United States of America is as follows:

A. Current principal balance:	\$1,620.08
B. Current capitalized interest balance and accrued interest:	\$982.73
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied	
(Debtor payments, credits and offsets, Exhibit B):	\$
Total Owed	\$2,602.81

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10% per annum from the date stated in Exhibit B. The promissory notes which are at issue are attached as Exhibit A, hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in Paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

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August 10, 2012

CDCS #: 2012A27618

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

VALERIA L WILSON
AKA: VALERIA WILSON, VALERIA KASSEM
19474 WARD ST
DETROIT, MI 48235-1246
Account No. XXX-XX-4532

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/17/11.

On or about 07/26/89, the borrower executed promissory note(s) to secure loan(s) of \$2,375.00 from FIRST AMERICA SAVINGS BANK, FSB DBA MAHELP, LONGMONT, CO. This loan was disbursed for \$2,375.00 on 12/22/89 at 10.00 percent interest per annum. The loan obligation was guaranteed by HIGHER EDUCATION ASSISTANCE FOUNDATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 10/20/98, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,195.80 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 10/09/07, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	1,620.08
Interest:	\$	982.73
Total debt as of 08/17/11:	\$	2,602.81

Interest accrues on the principal shown here at the rate of \$0.44 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 1/19/12

Peter La Roche
Loan Analyst
Litigation Support

Peter La Roche
Loan Analyst

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164-0107

After lender completes application,
mail HEAF copy only to this address.

HEAF USE ONLY

DOUBLE

GUARANTEED
STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

DEC 11 1989

1089

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO NICKNAMES) LAST <u>WILSON</u> FIRST <u>VALERIA</u> MI. <u>L</u>		2. SOCIAL SECURITY NUMBER <u>4532</u>	3. WHEN WERE YOU BORN? MO <u>10</u> DAY <u>16</u> YR <u>62</u>
4. PERMANENT ADDRESS <u>19474 WARD</u>		5. PERMANENT HOME PHONE <u>92852 0381 3459832</u>	
CITY <u>DETROIT</u>	STATE <u>MICHIGAN</u>	ZIP <u>48235</u>	
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) 1 <input checked="" type="checkbox"/> U.S. CITIZEN OR NATURAL 2 <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		7. PERMANENT RESIDENT OF WHICH STATE <u>MICH</u>	8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9) <u>MI</u>
9. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>19474 WARD DET, MICH 48235</u>			
10. PHONE AT SCHOOL ADDRESS <u>(313) 5526600</u>	11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP BOOKLET <u>8</u>	12. LOAN AMOUNT REQUESTED <u>\$2375</u>	13. LOAN PERIOD FROM MO <u>9</u> DAY <u>89</u> TO MO <u>2</u> DAY <u>90</u>

PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET

14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GO TO 15b) <input checked="" type="checkbox"/> NO (GO TO 20a)		15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL \$	17. GRADE LEVEL OF MOST RECENT PRIOR GSL, SEE INSTRUCTIONS IN APP BOOKLET	18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL MO DAY YR	19. INTEREST RATE OF MOST RECENT PRIOR GSL <input type="checkbox"/> 7% <input type="checkbox"/> 8% <input type="checkbox"/> 9%	

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

20a. NAME <u>JEAN MILLER</u> STREET <u>19490 WARD</u> CITY, STATE, ZIP <u>DET, MI 48235</u> PHONE <u>(313) 8626850</u>	20b. NAME <u>Dorothy Wilson</u> STREET <u>13427 Pembroke</u> CITY, STATE, ZIP <u>DET, MI 48235</u> PHONE <u>(313) 8631459</u>	20c. NAME <u>TAWANA LANGFORD</u> STREET <u>24356 KENSINGTON</u> CITY, STATE, ZIP <u>OAK PARK, MI 48237</u> PHONE <u>(313) 5421347</u>
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NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it and understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) <u>X Valeria Wilson</u>		21b. DATE BORROWER SIGNED MO <u>7</u> DAY <u>26</u> YR <u>89</u>
22. NAME OF SCHOOL <u>Central Career Development Institute</u>		24. PHONE <u>(313) 552-6613</u>
23. ADDRESS (STREET, CITY, STATE, ZIP) <u>21700 Northwestern Hwy S-1401 Southfield, MI 48075</u>		25. SCHOOL CODE <u>008432</u>
26. SCHOOL BRANCH <u>00000</u>		27. PERIOD LOAN WILL COVER FROM MO <u>9</u> DAY <u>15</u> YR <u>89</u> TO MO <u>2</u> DAY <u>28</u> YR <u>90</u>
28. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP UNDERGRAD <input type="checkbox"/> <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		30. ANTICIPATED GRADUATION DATE MO <u>2</u> DAY <u>28</u> YR <u>90</u>
32. ADJUSTED GROSS INCOME (AGI) \$ <u>11850</u>	33. COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>7057</u>	34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>2300</u>
35. EXPECTED FAMILY CONTRIBUTION (EFC) \$ <u>1200</u>		36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM \$ <u>3557</u>

37. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO <u>7</u> DAY <u>22</u> YR <u>89</u> 2ND DISB. MO DAY YR 3RD DISB. MO DAY YR		38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	40. SCHOOL USE ONLY
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I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PROVIDED ON THE REVERSE OF THIS APPLICATION.		41a. SIGNATURE OF SCHOOL OFFICIAL <u>X Liddie Kennedy</u>	41b. DATE MO <u>7</u> DAY <u>8</u> YR <u>89</u>	41c. PRINT NAME AND TITLE <u>Liddie Kennedy / Manager of Administration</u>
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SECTION I FIRST AMERICA SAVINGS BANK, FSB 42. NAME <u>dba/MAHELP</u> 43. ADDR <u>P.O. BOX 820 LONGMONT, CO 80501</u> CITY, STATE, ZIP <u>303/678-5222</u>		44. LENDER CODE	45. BRANCH CODE	46.
400 LASHLEY #120 LENDER ID: 830374				

50. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	51. LENDER ACCOUNT NUMBER	52. LENDER USE ONLY	47.	49. TOTAL LOAN AMOUNT APPROVED \$.00
SECTION D - TO BE COMPLETED BY HEAF		53a. SIGNATURE OF LENDING OFFICIAL <u>X Liddie Kennedy</u>	53b. DATE SIGNED MO <u>7</u> DAY <u>10</u> YR <u>89</u>	

54. HEAF USE ONLY

55. PROMISSORY NOTE STATUS

53c. PRINT NAME AND TITLE

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LENDER COPY

EXHIBIT B

